

Union Pacific Corporation 2-023A031



Jack E. Jerrett
Senior Corporate Attorney

January 21, 1992

RECORDATION NO 8620-5

JAN 23 1992 - 4 20 PM

INTERSTATE COMMERCE COMMISSION

FEDERAL EXPRESS

Mr. Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Re: Missouri Pacific Equipment Trust Series XX

Dear Mr. Strickland:

Enclosed please find an original and three counterparts of the document described below, which are to be recorded pursuant to 49 U.S.C. §11303.

The document is a Bill of Sale and Declaration of Payment, dated as of January 16, 1992, by Chemical Bank as Trustee under the above-captioned Equipment Trust Agreement, consenting that the record of its title to the equipment covered by such Equipment Trust Agreement be cancelled and discharged. The Equipment Trust Agreement is recorded under Recordation No. 8620.

I have enclosed a fee of \$16. Please return to me one stamped counterpart of the Bill of Sale and Declaration of Payment and any additional counterparts which you do not need for recordation. Kindly acknowledge your receipt of this letter and its enclosures by stamping and returning to me the extra copy of this letter which I have enclosed.

Sincerely,

JEJ:ccm
Enclosures

cc: Robert E. Bartos

JAN 23 4 12 PM '92
RECORDATION NO 8620-5

Interstate Commerce Commission
Washington, D.C. 20423

1/23/92

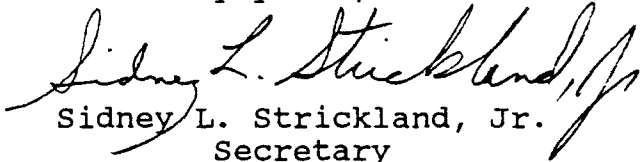
OFFICE OF THE SECRETARY

Jack E. Jerrett
Senior Corporate Attorney
Martin Tower
Eighth And Eaton Avenue
Bethlehem, PA. 18018

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/23/92 at 4:20pm, and assigned recordation number(s). 8620-F

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

BILL OF SALE
AND
DECLARATION OF PAYMENT

8620 F
JAN 23 1992 -4 30 PM
INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Missouri Pacific Railroad Company, a Delaware corporation (the "Company"), and Chemical Bank, a New York corporation, as Trustee (the "Trustee"), have entered into an Equipment Trust Agreement, dated as of January 1, 1977, which was filed and recorded pursuant to 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act) on December 20, 1976 and assigned Recordation No. 8620; an Agreement, dated as of June 19, 1978, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 27, 1978 and assigned Recordation No. 8620-A; an Agreement, dated as of April 4, 1979, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on April 18, 1979 and assigned Recordation No. 8620-B; and an Agreement, dated as of May 30, 1980, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on June 17, 1980 and assigned Recordation No. 8620-C; an Agreement, dated as of March 2, 1981, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 19, 1981 and assigned Recordation No. 8620-D; and an Agreement, dated as of March 14, 1989, amending such Equipment Trust Agreement, which was filed and recorded pursuant to Section 11303 on March 21, 1989 and assigned Recordation No. 8620-E (the Equipment Trust Agreement, as amended, being hereinafter referred to as the

"Agreement"), covering the construction and transfer of the units of railroad equipment (the "Equipment") described in Schedule A hereto and, pursuant to the Agreement, the Trustee has issued \$15,000,000 aggregate principal amount of Missouri Pacific Railroad Equipment Trust Certificates, Series XX; and

WHEREAS, on January 2, 1992 the Company made the final payment due under the Agreement; and

WHEREAS, the Company has paid the Trustee the full aggregate purchase price for all the Equipment, together with interest, and any and all other payments as provided in the Agreement, and the Company represents and warrants that it has performed all the covenants and conditions contained in the Agreement;

NOW, THEREFORE, the Trustee does hereby declare and acknowledge that to the best of its knowledge and belief and based on the foregoing, all the terms and conditions stipulated in the Agreement have been fully performed and that all monies payable thereunder have been fully paid.

WHEREUPON, the Trustee does hereby grant, bargain, sell and convey unto the Company, without recourse in any event, in any contingency or for any cause, the Equipment free and clear of all liens and encumbrances created in or retained by it under the Agreement, it being understood that the Trustee makes no other covenants of title, representations or warranties, expressed or implied, in law or in equity, with respect to any other liens or with respect to any other matters relating to the Equipment, including without limitation the existence of such Equipment, that the Equipment has not been previously leased under the

Agreement or that the Equipment has not become worn out, lost, destroyed or unsuitable for use.

TO HAVE AND TO HOLD all and singular the Equipment unto the Company, its successors and assigns forever.


IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed under its corporate seal by its officers thereunto duly authorized this 16TH day of JANUARY, 1992.

CHEMICAL BANK,
As Trustee

By: 
R. LORENZEN

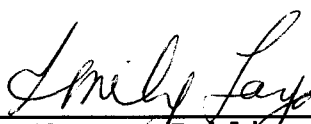
Attest:

R. BISHOP,


Assistant Trust Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this day of , 1992, before me personally appeared R. LORENZEN, to me personally known, who being by me duly sworn, said that he is a Senior Trust Officer of Chemical Bank, the seal affixed to the foregoing instrument is the corporate seal of such corporation and the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the corporation.


Notary Public
EMILY FAYAN
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1993

Schedule A

MISSOURI PACIFIC RAILROAD SERIES XX
EQUIPMENT TRUST AGREEMENT DATED JANUARY 1, 1977
DESCRIPTION OF EQUIPMENT AS OF NOVEMBER 30, 1991
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100 TON BOX CARS

MP376530
MP376532--MP376537, INCLUSIVE
MP376540--MP376543, INCLUSIVE
MP376546--MP376547, INCLUSIVE
MP376549--MP376557, INCLUSIVE
MP376559--MP376572, INCLUSIVE
MP376574
MP376577--MP376578, INCLUSIVE
MP376580
MP376582--MP376583, INCLUSIVE
MP376585--MP376586, INCLUSIVE
MP376588--MP376589, INCLUSIVE
MP376592
MP376595
MP376598--MP376602, INCLUSIVE
MP376604
MP376607--MP376608, INCLUSIVE
MP376610--MP376619, INCLUSIVE
MP376621--MP376623, INCLUSIVE
MP376625--MP376627, INCLUSIVE
MP376629--MP376633, INCLUSIVE
MP376635--MP376636, INCLUSIVE
MP376639--MP376643, INCLUSIVE
MP376645
MP376647--MP376651, INCLUSIVE
MP376653
MP376656
MP376658--MP376659, INCLUSIVE
MP376661--MP376664, INCLUSIVE
MP376666--MP376668, INCLUSIVE
MP376671--MP376681, INCLUSIVE
MP376683--MP376688, INCLUSIVE
MP376690--MP376693, INCLUSIVE
MP376695--MP376699, INCLUSIVE

70 TON BOX CARS

MP782000
MP782002--MP782003, INCLUSIVE
MP782005
MP782007--MP782023, INCLUSIVE
MP782025--MP782036, INCLUSIVE
MP782038--MP782045, INCLUSIVE
MP782047--MP782057, INCLUSIVE

FULLY ENCLOSED BI-LEVEL AUTORACKS

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7786--7809, INCLUSIVE